

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Elizabeth G. Brown a/k/a Elizabeth G. Schenck CHAPTER 13

CASE NO. 06-12228-BIF

Deutsche Bank Trust Company Americas, as
Trustee and Custodian for Meritage Mortgage
Loan Trust 2004-2 by: Saxon Mortgage
Services, Inc. as its attorney-in-fact
Movant

vs.

Elizabeth G. Brown a/k/a Elizabeth G. Schenck
Debtor(s)

and

William C. Miller, Esquire

Trustee

STIPULATION IN SETTLEMENT OF
CERTIFICATE OF DEFAULT

Deutsche Bank Trust Company Americas, as Trustee and Custodian for Meritage Mortgage Loan Trust 2004-2 by: Saxon Mortgage Services, Inc. as its attorney-in-fact ("Mortgagee") and Elizabeth G. Brown a/k/a Elizabeth G. Schenck ("Debtor(s)"), through their respective counsel, hereby stipulate as follows:

1. The automatic stay as provided by 11 U.S.C. §362 shall remain in full force and effect conditioned upon the terms and conditions set forth herein.

2. Mortgagee is the holder of a mortgage which is a lien on Debtor's real property known as and located at 2516 S. Felton Street, Philadelphia, PA 19142.

3. The parties certify that the total post-petition delinquency as of 10/07, is \$3,589.82, consisting of post-petition payments, positive suspense balance and stipulation balance through and including 10/07.

4. Within fifteen (15) days of the date this Stipulation is approved by the court, Debtor shall file an Amended Chapter 13 Plan which includes the post-petition delinquency in the amount of \$3,589.82 as set forth above.

5. Within fifteen (15) days of the date the aforementioned Amended Chapter 13 Plan

is filed with the Court, Mortgagee shall file an Amended Proof of Claim which provides for the post-petition delinquency in the amount of \$3,589.82 as set forth above. The pre-petition arrears as originally stated in Mortgagee's Proof of Claim, filed on 08/02/06, shall in no way be affected by the terms of the instant Stipulation except as specifically set forth herein.

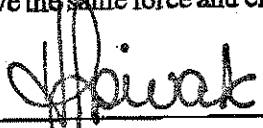
6. Beginning with the payment due 11/07, Debtor(s) shall pay the regular monthly mortgage payment, currently in the amount of \$597.66. All payments are to be made by **certified check or money order** and be made payable to Saxon Mortgage Servicing. The address to which payments should be sent is 4708 Mercantile Drive North, Fort Worth, TX 76137. Debtor(s) shall reference loan number 1000177982 on any and all payments submitted pursuant hereto.


7. Should Debtor's regular monthly payment amount change, Debtor shall be notified of such change by the mortgagee, and the monthly payment amount due under the terms of this stipulation shall change accordingly.

8. Should the Debtor fail to file an Amended Chapter 13 or if any regular monthly mortgage payment is more than fifteen (15) days late, Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

9. In the event the instant bankruptcy case is converted to a case under Chapter 7 of the Bankruptcy Code, the Debtor(s) shall cure the pre-petition and post-petition mortgage arrears within ten (10) days from the date of such conversion. Should the Debtor fail to cure said arrears within the ten day period, such failure shall be deemed a default under the terms of this Stipulation. Counsel for Mortgagee may file a Certification of Default with the Court and the Court shall enter an Order granting relief from the automatic stay as to the mortgaged property.

10. The parties agree that a facsimile signature shall have the same force and effect as an original signature.


Heidi R. Spivak, Esquire
Marisa Myers Cohen, Esquire
UDREN LAW OFFICES, P.C.
Attorneys for Mortgagee


Michael A. Cohen, Esquire
Attorney for Debtor(s)

APPROVED BY THE COURT THIS _____ DAY OF _____, 20_____.

BY THE COURT:

U.S. BANKRUPTCY JUDGE